



## AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR SMALL FLOW SEWAGE TREATMENT FACILITIES

**NPDES PERMIT NO: PA0065501**

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

**Kudla, Janet  
4539 Vera Cruz Road  
Center Valley, PA 18034**

is authorized to discharge from a facility known as **Janet Kudla SRSTP**, located in **Upper Saucon Township, Lehigh County**, to an **unnamed tributary to Saucon Creek** in Watershed(s) **2-C** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

**THIS PERMIT SHALL BECOME EFFECTIVE ON**     **JANUARY 1, 2014**    

**THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON**     **DECEMBER 31, 2018**    

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))
3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d)(2))

In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code 92a.7(b), (c))

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

**DATE PERMIT ISSUED**     December 20, 2013    

**ISSUED BY**     **Michael J. Brunamonti, P.E.**  
**Clean Water Program Manager**  
**Northeast Regional Office**

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS**

I. A. For Outfall 001, Latitude 40° 33' 14.00", Longitude 75° 26' 46.60", River Mile Index 12.3300, Stream Code 3345 Trib to  
 Receiving Waters: Saucon Creek  
 Type of Effluent: Single Family Sewage Treatment

1. The permittee is authorized to discharge during the period from January 1, 2014 through December 31, 2018.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) <sup>(1)</sup>		Concentrations (mg/L)				Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Average Monthly		Minimum	Average Monthly		Instant. Maximum		
Flow (MGD)	Report	XXX	XXX	XXX	XXX	XXX	1/year	Estimate
pH (S.U.)	XXX	XXX	6.0	XXX	XXX	9.0	1/month	Grab
CBOD5	XXX	XXX	XXX	10	XXX	20	1/year	Grab
Total Suspended Solids	XXX	XXX	XXX	10	XXX	20	1/year	Grab
Fecal Coliform (CFU/100 ml)	XXX	XXX	XXX	200 Geo Mean	XXX	1,000	1/year	Grab

Sample annually for Fecal Coliform, between June 1 and August 31. Have samples tested by a water/wastewater laboratory and submit the laboratory results along with the AMR to the Department.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

at Outfall 001

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS  
(Continued)**

Additional Requirements

1. The permittee may not discharge:
  - a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code 92a.41(c))
  - b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code 92a.47(a)(7) and 95.2(2))
  - c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code 93.6(a))
  - d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. (25 Pa Code 92a.41(c))

Footnotes

- (1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

Supplemental Information

The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.0005 MGD.

## II. DEFINITIONS

**At Outfall (XXX)** means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

**Average** refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

**Best Management Practices (BMPs)** means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. (25 Pa. Code 92a.2)

**Bypass** means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

**Clean Water Act** means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

**Composite Sample** (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

**Composite Sample** (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. (EPA Form 2C)

**Daily Discharge** means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. (25 Pa. Code 92a.2 and 40 CFR 122.2)

**Daily Maximum Discharge Limitation** means the highest allowable "daily discharge."

**Discharge Monitoring Report (DMR)** means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code 92a.2 and 40 CFR 122.2)

**Estimated Flow** means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

**Geometric Mean** means the average of a set of n sample results given by the nth root of their product.

**Grab Sample** means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

**Hauled-In Wastes** means any waste that is introduced into a treatment facility through any method other than a direct connection to the sewage collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

**Instantaneous Maximum Effluent Limitation** means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code 92a.2)

**Measured Flow** means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

*Monthly Average Discharge Limitation* means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code 92a.2)

*Severe Property Damage* means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii))

*Stormwater* means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. (25 Pa. Code 92a.2)

*Toxic Pollutant* means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code 92a.2)

### III. SELF-MONITORING, REPORTING AND RECORDKEEPING

#### A. Representative Sampling

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. (40 CFR 122.41(j)(1))
2. Records Retention (40 CFR 122.41(j)(2))

Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results (40 CFR 122.41(j)(3))

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The exact place, date and time of sampling or measurements.
- b. The person(s) who performed the sampling or measurements.
- c. The date(s) the analyses were performed.
- d. The person(s) who performed the analyses.
- e. The analytical techniques or methods used; and the associated detection level.
- f. The results of such analyses.

4. Test Procedures (40 CFR 122.41(j)(4))

Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503 or Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

In an effort to assure accurate self-monitoring analyses results:

- a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))
- b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(j)(4))

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (40 CFR 122.41(e), 122.44(i)(1))
2. Discharge Monitoring Reports (DMRs), if attached to this permit, must be completed in accordance with DEP's published DMR Instructions (3800-FM-BPNPSM0463). DMRs are based on calendar reporting periods. DMR(s) must be received by the agency(ies) specified in paragraph 3 below in accordance with the following schedule:
  - Monthly DMRs must be received within 28 days following the end of each calendar month.
  - Quarterly DMRs must be received within 28 days following the end of each calendar quarter, i.e., January 28, April 28, July 28, and October 28.
  - Semiannual DMRs must be received within 28 days following the end of each calendar semiannual period, i.e., January 28 and July 28.
  - Annual DMRs must be received by January 28, unless Part C of this permit requires otherwise.
3. During the permit term, the permittee may be required to use DEP's electronic DMR (eDMR) system to submit DMRs and/or Annual Maintenance Reports (AMRs) (see [www.dep.state.pa.us/edmr](http://www.dep.state.pa.us/edmr)). The permittee shall submit registration forms to DEP within 30 days following the receipt of written notification that the permittee must begin using eDMR. Until the permittee receives written notification, use of the eDMR system is optional.

If the permittee does not use eDMR, paper DMRs and/or AMRs shall be mailed to:

Department of Environmental Protection  
Clean Water Program  
2 Public Square  
Wilkes-Barre, PA 18701-1915

4. If the permittee elects to begin using DEP's eDMR system to submit DMRs and/or AMRs required by the permit, the permittee shall, to assure continuity of business operations, continue using the eDMR system to submit all DMRs and/or AMRs required by the permit, unless the following steps are completed to discontinue use of eDMR:
  - a. The permittee shall submit written notification to the regional office that issued the permit that it intends to discontinue use of eDMR. The notification shall be signed by a principal executive officer or authorized agent of the permittee.
  - b. The permittee shall continue using eDMR until the permittee receives written notification from DEP's Central Office that the facility has been removed from the eDMR system, and electronic report submissions are no longer expected.
5. Completed DMRs and/or AMRs shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code 92a.22:
  - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
  - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
  - For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR/AMR form. (40 CFR 122.22(b))

6. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR/AMR. (40 CFR 122.41(l)(4)(ii))

### C. Reporting Requirements

1. Planned Changes to Physical Facilities – The permittee shall give notice to DEP as soon as possible but no later than 30 days prior to planned physical alterations or additions to the permitted facility. A permit under 25 Pa. Code Chapter 91 may be required for these situations prior to implementing the planned changes. A permit application, or other written submission to DEP, can be used to satisfy the notification requirements of this section.

Notice is required when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b). (40 CFR 122.41(l)(1)(i))
  - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit. (40 CFR 122.41(l)(1)(ii))
  - c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 CFR 122.41(l)(1)(iii))
  - d. The planned change may result in noncompliance with permit requirements. (40 CFR 122.41(l)(2))
2. Planned Changes to Waste Stream – Under the authority of 25 Pa. Code 92a.24(a), the permittee shall provide notice to DEP as soon as possible but no later than 45 days prior to any changes in the volume or pollutant concentration of its influent waste stream as a result of indirect discharges or hauled-in wastes.
  3. Unanticipated Noncompliance or Potential Pollution Reporting
    - a. Immediate Reporting - The permittee shall immediately report any incident causing or threatening pollution in accordance with the requirements of 25 Pa. Code Sections 91.33 and 92a.41(b).
      - (i) If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger. Oral notification to the Department is required as soon as possible, but no later than 4 hours after the permittee becomes aware of the incident causing or threatening pollution.
      - (ii) If reasonably possible to do so, the permittee shall immediately notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger.
      - (iii) The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon



or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

- b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:
- (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:
    - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
    - (2) Any upset which exceeds any effluent limitation in the permit; and
    - (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. (40 CFR 122.44(g))
  - (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
  - (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. (40 CFR 122.41(l)(6)(iii))

#### 4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs/AMRs are submitted, on the Non-Compliance Reporting Form (3800-FM-BPNPSM0440). The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. (40 CFR 122.41(l)(7))

**PART B**

**I. MANAGEMENT REQUIREMENTS**

A. Compliance Schedules (25 Pa. Code 92a.51 and 40 CFR 122.47(a))

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (40 CFR 122.47(a)(4))

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92a.72 and 40 CFR 122.41(f).
2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))
3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. (40 CFR 122.41(h))
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. (40 CFR 122.41(h))
3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. (40 CFR 122.41(l)(8))
4. If the sewage treatment facility provides service in part or whole to a municipality, through a contract or agreement between the operator and municipality, an annual report shall be submitted to DEP by March 31 containing the information identified in 25 Pa. Code 94.12.

D. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))
2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
  - a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))
  - b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))
  - c. The permittee submitted the necessary notice required in F.4.a and b below. (40 CFR 122.41(m)(4)(i)(C))
3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in F.2 above. (40 CFR 122.41(m)(4)(ii))
4. Notice
  - a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))
  - b. Unanticipated Bypass – The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

G. Sanitary Sewer Overflows (SSOs)

An SSO is an overflow of wastewater, or other untreated discharge from a separate sanitary sewer system (which is not a combined sewer system), which results from a flow in excess of the carrying capacity of the system or from some other cause prior to reaching the headworks of the sewage treatment facility. SSOs are not authorized under this permit. The permittee shall immediately report any SSO to DEP in accordance with Part A III.C.3 of this permit.

## II. PENALTIES AND LIABILITY

### A. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative and/or criminal penalties as set forth in 40 CFR §122.41(a)(2).

Any person or municipality, who violates any provision of this permit; any rule, regulation or order of DEP; or any condition or limitation of any permit issued pursuant to the Clean Streams Law, is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

### B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or
- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in *18 Pa.C.S.A § 4904* and 40 CFR §122.41(j)(5) and (k)(2).

### C. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

### D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. (40 CFR 122.41(c))

## III. OTHER RESPONSIBILITIES

### A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; (40 CFR 122.41(i)(1))
2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; (40 CFR 122.41(i)(2))
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and (40 CFR 122.41(i)(3))

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. (40 CFR 122.41(i)(4))

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. (40 CFR 122.61(a))
2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:
  - a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))
  - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and (40 CFR 122.61(b)(2))
  - c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section. (40 CFR 122.61(b)(3))
  - d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or has demonstrated that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code 92a.71)
3. In the event DEP does not approve transfer of this permit, the new owner or operator must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. 40 CFR 122.41(g)

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.41(b))

E. Other Laws

The issuance of this permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations.

F. Annual Fee

At this time, the permittee is not required to pay an annual fee under 25 Pa. Code § 92a.62. If required by regulation to pay an annual fee in the future, DEP will notify the permittee in writing.

**PART C**

**I. OTHER REQUIREMENTS**

- A. The permittee shall submit a completed Annual Maintenance Form (AMR) to the DEP office that issued the permit by June 30 of each year to document maintenance activities that occurred between June 1 and May 31. An AMR template and instructions are attached to the permit for ongoing use.
- B. A DMR, if attached to this permit, shall be submitted to the DEP office that issued the permit at the frequency identified on the DMR and in accordance with Part A III.B of this permit.
- C. The depth of septage and scum in all treatment units must be measured at least once a year. When the top of the sludge layer in any compartment of the unit is found to be less than 12 inches below the bottom of the outlet baffle, or if the bottom of the scum layer is within 3 inches of the outlet baffle, the unit must be pumped. Annual pumping may be substituted for measurement.
- D. At a minimum, septic tanks must be pumped out once every five years. Solids must be removed from aerobic tanks at a frequency recommended by the manufacturer. If the permitted facility includes septic tanks, the permittee shall submit written documentation that pumping has occurred during the permit term with the permit renewal application.
- E. The permittee shall optimize chlorine dosages used for disinfection or other purposes to minimize the concentration of Total Residual Chlorine (TRC) in the effluent, meet applicable effluent limitations, and reduce the possibility of adversely affecting the receiving waters. Optimization efforts may include an evaluation of wastewater characteristics, mixing characteristics, and contact times, adjustments to process controls, and maintenance of the disinfection facilities. If DEP determines that effluent TRC is causing adverse water quality impacts, DEP may reopen this permit to apply new or more stringent effluent limitations and/or require implementation of control measures or operational practices to eliminate such impacts.

Where the permittee does not use chlorine for primary or backup disinfection, but proposes the use of chlorine for cleaning or other purposes, the permittee shall notify DEP prior to initiating use of chlorine and monitor TRC concentrations in the effluent on each day in which chlorine is used. The results shall be submitted as an attachment to the DMR.

- F. No storm water from pavements, area ways, roofs, foundation drains or other sources shall be directly admitted to the sanitary sewers associated with the herein approved discharge.
- G. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance or replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.
- H. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 75, and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (related to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR 257, Pennsylvania Clean Streams Law, Pennsylvania Solid Waste Management Act of 1980, and the Federal Clean Water Act and its amendments. The permittee is responsible to obtain or assure that contracted agents have all necessary permits and approvals for the handling, storage, transport, and disposal of solid waste materials generated as a result of wastewater treatment.
- I. If, after the issuance of this permit, DEP approves a municipal sewage facilities official plan or an amendment to an official plan under Act 537 (Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended) in which sewage from the herein approved facilities will be treated and disposed of at other planned facilities, the permittee shall, upon notification from the municipality or DEP, provide for the conveyance of its sewage to the planned facilities, abandon use and decommission the herein approved facilities including the proper disposal of solids, and notify DEP accordingly. The

permittee shall adhere to schedules in the approved official plan, amendments to the plan, or other agreements between the permittee and municipality. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.

## II. ECOFLOW SPECIAL CONDITIONS

- A. The Certificate of Warranty for Ecoflo Biofilters is attached as part of this permit. Operation and maintenance shall comply with the manufacturer's specifications.
- B. This Ecoflo installation is required to have a minimum of 195 cubic feet of peat evenly distributed in the filter unit (nominally 31 inches deep) which will be changed at Ecoflo's recommended frequencies. The homeowner will arrange for its annual inspection by a qualified maintenance entity. The inspection and concurrent pumping of excess solids shall be conducted in accordance with the manufacturer's and NSF requirements.
- C. Disinfection units shall be inspected monthly by the property owner and every 6 months by a qualified maintenance entity. The disinfection unit must be clean and be functioning within the specifications of the manufacturer. Additionally, the UV tube must be replaced if it is found to be necessary during the inspection or at least annually.
- D. A laboratory shall test the discharge to the system for fecal coliforms, carbonaceous biological oxygen demand (CBOD), and suspended solids to determine compliance with Chapter 72 (relating to the administration of the sewage facilities permitting program). The sample must be taken following the disinfection unit. At least annually, a copy of these test results, along with documentation of the most recent inspection of the system by the maintenance entity established under Chapter 72, Section 72.25(h), shall be sent to the local agency.

## Certificate of Warranty for Ecoflo® Biofilters

### 1. PREAMBLE

Premier Tech Technologies Ltd. (hereinafter called "Premier Tech") is proud to provide its customers with an exclusive wastewater treatment system guaranteed by an innovative Warranty.

For the application and interpretation of this Warranty, "Customer" shall mean the person who has purchased an Ecoflo® Biofilter (hereinafter called "Initial Purchaser"), for a residential installation, as well as any subsequent purchaser (hereinafter called "Subsequent Purchaser(s)"), in accordance with the provisions of Section 8 of this Warranty. "Successor(s)" shall mean any other person entitled to exercise the same rights as the Customer under the law.

### 2. NATURE OF THE WARRANTY

#### 2.1. Ecoflo® Biofilter

Premier Tech warrants to the Customer that the filtering media of the Ecoflo® Biofilter shall function properly for a period of eight (8) years from the date of purchase by the Initial Purchaser (proof of purchase required).

Except as provided in Sections 2.2 and 2.3 below, Premier Tech also warrants all the Ecoflo® Biofilter components against any manufacturing defect for a period of ten (10) years from the date of purchase by the Initial Purchaser (proof of purchase required).

#### 2.2. Concrete

Premier Tech does not offer any additional Warranty on the shell of the concrete Ecoflo® Biofilter. Accordingly, Customer shall rely on the local concrete manufacturer's Warranty policy.

#### 2.3. Pump, floats and alarm box

The pump, floats and alarm box included with the Ecoflo® Biofilter are guaranteed for two (2) years (parts and labour), from the date of purchase by the Initial Purchaser (proof of purchase required).

Premier Tech's conventional Warranty is expressly limited to the text of this Certificate and valid provided the Ecoflo® Biofilter was installed in accordance with applicable regulations and with the manufacturer's recommendations.

### 3. NOTICE

For this Warranty to be valid, the Customer must notify Premier Tech in writing immediately upon the appearance of any indication of an anomaly or irregularity in the Ecoflo® Biofilter.

Such notice shall be mailed to Premier Tech's Head Office at 1, avenue Premier, Rivière-du-Loup, Québec, G5R 6C1, CANADA or by facsimile at (418) 862-6642.

Upon receipt of this notice, Premier Tech shall examine the situation and, if necessary, take appropriate corrective measures in accordance with the terms of this Warranty.

### 4. GENERAL EXCLUSIONS

The following damages or problems are excluded from the Warranty:

- (a) Any damage or problem caused by a fortuitous event or "force majeure," such as, without limiting the generality of the foregoing, an earthquake, a flood, frost, hurricane, landslide, explosion or dynamiting;
- (b) Any damage or problem caused by the fault or act of a third party including, without limiting the generality of the foregoing, the execution of landscaping work;

(c) Any damage or problem arising from a defective installation carried out by a person trained by Premier Tech, or any installation, modification, correction or addition carried out by a person not trained by Premier Tech;

(d) Any damage or problem arising from any installation, modification, correction or addition to the treatment system carried out after installation of the Ecoflo® Biofilter without prior written approval from Premier Tech;

(e) Any damage or problem caused by the use of a septic tank that does not comply with the applicable regulations and/or with Premier Tech's specifications, as described in the Owner's Manual;

(f) Any damage or problem, if it is shown that the usage of the Ecoflo® Biofilter was not in accordance with the instructions and guidelines described in the Owner's Manual;

(g) Any damage or problem, if the maintenance of the Ecoflo® Biofilter was not carried out by a person authorized by Premier Tech, in accordance with the Maintenance Agreement;

(h) Any damage or problem caused by an omission or act of the Customer or the Customer's Successors including, without limiting the generality of the foregoing, refusal to allow access to the system for maintenance;

(i) Any damage or problem, if it is found that the Customer or the Customer's Successors have modified or changed the use of the property serviced by the Ecoflo® Biofilter resulting in the alteration of the nature or quality of wastewater being treated and/or that constitutes a violation of the applicable regulations;

(j) Any damage or problem caused by and/or resulting from the work carried out to access to the Ecoflo® Biofilter, including, without limiting the generality of the foregoing, excavation, snow removal or demolition;

(k) Any damage or problem resulting from condition of the site or of the soil and not reported or not properly reported to Premier Tech by the Customer or the person undertaking the site investigation.

### 5. PARTICULAR EXCLUSIONS

It is further expressly understood that the Customer may not carry out or cause to be carried out any repair or verification of the Ecoflo® Biofilter sold to him, or attempt to carry out any work or to apply any corrective measures whatsoever to said work, before notifying Premier Tech in accordance with the provisions of Section 3 of this Warranty and before Premier Tech has visited the site, within a reasonable time following receipt of said notice, to assess the situation.

If the Customer carries out or causes to be carried out repairs, or attempts to repair or to apply corrective measures of any kind whatsoever to the Ecoflo® Biofilter sold to him without prior authorization by Premier Tech, this Warranty shall be considered null and void and Premier Tech shall be considered completely discharged from any and all of its obligations under this Warranty.

### 6. INDEMNITIES AND DAMAGES

Subject to the application of the provisions and exclusions provided for in this Warranty, Premier Tech's liability and obligations regarding any corrective measure carried out or



## Certificate of Warranty for Ecoflo® Biofilters

any attempt to correct an indicated problem shall be limited to replacing the filtering media and/or one or several components of the Ecoflo® Biofilter and to supplying the required labour, if applicable.

### 7. LIMITATION OF LIABILITY

Premier Tech's compensation or indemnification obligation shall be limited to the provisions of Section 6 of this Certificate of Warranty and Premier Tech shall not be held liable for any other damage or loss that may have been suffered or incurred by the Customer or any third party in connection with the Ecoflo® Biofilter.

### 8. TRANSFER OF OWNERSHIP

In the event of transfer of ownership, sale, assignment or disposal in any way whatsoever of the Customer's property to a third party, this Warranty shall continue to apply if and only if the Subsequent Purchaser or the Successor confirms, by forwarding the attached "Notice of New Property Owner" to Premier Tech within a reasonable delay, that he/she is the new owner of the property, he/she understands and is aware of the content of this Certificate of Warranty and accepts its terms and conditions.

The person who proceeds with the transfer, sale, assignment or disposal of any way whatsoever of the property undertakes to hand over to the Subsequent Purchaser or the Successor the Certificate of Warranty provided upon completion of the work, as well as the Owner's Manual and, if applicable, the Maintenance and Environmental Monitoring Program for the Ecoflo® Biofilter. Failure to abide by the terms and conditions of Section 8 of this Certificate of Warranty may, at Premier Tech's discretion, render it invalid or to be rejected.

### 9. INSPECTION

The Customer and/or the Customer's Successors shall allow Premier Tech or its duly authorized representatives to carry out all necessary monitoring and inspections, as required, for implementation of this Warranty.

If the Customer and/or the Customer's Successors notify Premier Tech of an alleged defect or malfunction of the Ecoflo® Biofilter and that, after inspection, it is found that no such defect or malfunction exists, or, that such defect or malfunction is excluded from or does not apply to the Warranty, a minimum charge of \$150.00 plus direct expenses shall be paid by the Customer and/or the Customer's Successors for the cost of the inspection.

### 10. INTERPRETATION

The terms and conditions of this Warranty shall be interpreted according to and governed by the provisions of this Warranty and the legislation in effect in the Province of Quebec.

### 11. PRIORITY OF THE CERTIFICATE OF WARRANTY

This Warranty supersedes any contract or understanding, written or verbal, entered into between the Customer and Premier Tech. In the event of contradiction between this Warranty and any other documents and/or contracts entered into between the Customer and Premier Tech, this Warranty shall prevail.

### 12. PURCHASERS AND SUCCESSORS

Subject to the provisions of this Warranty and especially those of Section 8, this Warranty shall continue to be valid for Subsequent Purchasers and Successors and shall continue to have full effect until the end of the agreed Warranty period provided for in Section 2 of this Certificate.

**Notice of New Property Owner**

Send a copy to Premier Tech Aqua.

Name of previous owner: \_\_\_\_\_

I, the undersigned, \_\_\_\_\_ hereby declare that I have acquired the property located at

Civic Number	Street	City	Province or State
_____	_____	( )	_____
ZIP or Postal Code		Phone number	

I have read and I understand the Warranty provided by Premier Tech Technologies Ltd for the Ecoflo® Biofilter. I wish to benefit from this Warranty for the remaining period, if any, and from the date of the transfer of ownership, that is, \_\_\_\_\_. I accept to be bound by this Warranty and by any and all of the sections, undertakings and conditions set forth therein. I have had the opportunity to examine the Ecoflo® Biofilter and declare myself satisfied with it at the time of this transfer. I ask Premier Tech Technologies Ltd. to take note of this transfer of ownership.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of new owner: \_\_\_\_\_  
(please print)

Language preference:  English  French      New owner's e-mail address: \_\_\_\_\_